

thermostat which is set to activate the fans when the internal temperature at the Unit exceeds 80 degrees and (2) a dialer alarm system which is responsive to both high and low temperature sensors and the loss of power in the Unit(s) which is set to dial Grower, ISF's production personnel and ISF's offices. Grower shall follow and shall insure that any visitors to the Facilities strictly adhere to ISF's bio-security guidelines. Grower acknowledges receipt of and Grower's review of a copy of ISF's current bio-security guidelines prior to the execution of this Agreement by Grower.

5. Grower's Warranties. Grower warrants and represents that Grower will: (i) adhere to the feeding and health maintenance programs and management recommendations provided by ISF; (ii) endeavor at all times to produce hogs of the highest and best quality; (iii) not use any Supplies except those provided or approved by ISF; (iv) cooperate fully with ISF to provide, prepare and make available records supporting the care and feeding of ISF's hogs and (v) comply with all laws and regulations applicable to the feeding and care of ISF's hogs.

6. Grow/Finish Duties of ISF. ISF will be responsible for the following duties with respect to the grow/finish of ISF's hogs at the Facilities:

a. Feed and Supplies. ISF shall purchase and deliver to the Facilities all feed, grain, proteins, minerals, vitamins and medications (collectively, "Supplies"), required for ISF's hogs under ISF's strict management and feeding program. ISF shall also provide any necessary mixing, grinding or other processing of Supplies. All Supplies shall at all times remain the property of ISF and any Supplies remaining after ISF's hogs have been marketed or at the termination of this Agreement may be picked up by ISF.

b. Other Duties. ISF shall provide transportation of ISF's hogs to and from the Facilities and shall pay the cost of reasonable veterinary service and medications. ISF will perform all marketing functions involving ISF's hogs.

c. Technical Advice. ISF's Production Supervisor shall make periodic visits to the Facilities to give advice and assistance to Grower and to inspect Grower's records supporting the care and feeding of ISF's hogs. Grower shall contact ISF immediately in the event of an emergency or if Grower deems it necessary to obtain the advice or services of a veterinarian. ISF shall also consult with Grower on matters related to herd health, environmental practices and compliance, and on other matters that Grower should desire to discuss from time to time. ISF will also arrange with Grower to provide training in swine management to Grower or to Grower's personnel at no cost, should Grower request such training.

7. Load Out of Hogs from Facilities. ISF shall be responsible for arranging for and shall bear all costs of transporting its hogs from the Facilities. Grower shall not and shall not allow any third party to remove ISF's hogs from the Facilities without the prior written consent of ISF. Grower shall provide all equipment and personnel necessary to load out ISF's hogs at the Facilities. If for any reason Grower does not provide the necessary personnel and equipment to load out ISF's hogs at the Facilities, ISF shall charge Grower \$____ per hog loaded out for performing such services and may offset such charges against any amounts due and owing Grower under the terms of this Agreement. Grower shall acknowledge the number of ISF hogs loaded out at the time of load out.

8. Payments to Grower. ISF will pay Grower an annual base contract finishing fee ("Base Payment") for growing and finishing ISF's hogs equal to \$____ per Pig Space. Such Base Payment shall be payable in monthly installments in advance on the first day of every month for the following month. The Base Payment for any Unit shall not begin to accrue until such time as the Unit is initially filled by ISF. In addition to the Base Payment, Grower may earn a fee depending on the performance of Grower in raising ISF's hogs (the "Performance Payment"). The Performance Payment shall be based on the schedules and formulas set forth on Exhibit "B" hereto and

ISF INITIALS _____

GROWER INITIALS _____

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